

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA, )  
                                  )  
                                  )  
Plaintiff,                    )  
                                  )  
                                  )  
v.                             ) Civil Action No. 04-192 E  
                                  )  
                                  )  
REAL PROPERTY KNOWN AND    )  
NUMBERED AS 12171 BLAIR STREET,    )  
CONNEAUT LAKE, PENNSYLVANIA    )  
16316, including all improvements,    )  
fixtures, and appurtenances    )  
thereto or therein.            )  
                                  )  
                                  )  
Defendant.                    )

**STIPULATION**

The United States of America, Tu L. Nguyen and Khang Nguyen, by and through their respective counsel, and with the intent to be legally bound hereby, stipulate and agree as follows:

1. The United States instituted this judicial forfeiture action against the above-captioned real property (hereinafter the Defendant Property) by filing a complaint pursuant to 21 U.S.C. § 881(a)(7).
2. In complete settlement and full satisfaction of the rights of Tu L. Nguyen and/or Khang Nguyen to file claims and/or answers in this case, to any and all defenses of Tu L. Nguyen and/or Khang Nguyen to the forfeiture of the Defendant Property, to any and all right, title and/or interest of Tu L. Nguyen and/or Khang Nguyen in the Defendant Property, and/or to any matters relating to the subject matter of the complaint and/or the forfeiture arrest of the Defendant Property, Tu L. Nguyen and Khang Nguyen enter into this Stipulation.

3. The Defendant Property will be sold at an interlocutory sale. The real estate brokerage firm, the listing agreement and the listing price will be approved in advance by the parties hereto. The buyer, sales price and terms of sale will be approved in advance by the parties hereto and by the United States District Court. Fifty percent of the net sales price, after payment of the real estate commission, taxes, liens and other valid charges against the property at time of closing, will be forfeited to the United States free and clear of all right, title and interest of any personal or entity. The remaining fifty percent of the net sales price will be paid to Tu L. Nguyen free and clear of the forfeiture rights of the United States. Pending sale, the Defendant Property shall remain under arrest and the jurisdiction and control of the United States District Court. The United States has not seized the Defendant Property.

4. Tu L. Nguyen hereby releases and forever discharges the United States, its agents, servants, employees and assigns from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands which Tu L. Nguyen, or her heirs or assigns, now have or may hereafter acquire against the United States, its agents, assigns, employees and servants, with regard to the right of Tu L. Nguyen to file a claim and answer in this case, to any and all defenses of Tu L. Nguyen to the forfeiture of the Defendant Property, to any and all right, title and/or interest of Tu L. Nguyen in the Defendant Property, and/or to any matters relating to the subject matter of the complaint and/or the forfeiture arrest of the Defendant Property.

5. Khang Nguyen hereby releases and forever discharges the United States, its agents, servants, employees and assigns from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands which Khang Nguyen, or his heirs or assigns, now have or may hereafter acquire against the United States, its agents, assigns, employees

and servants, with regard to the right of Khang Nguyen to file a claim and answer in this case, to any and all defenses of Khang Nguyen to the forfeiture of the Defendant Property, to any and all right, title and/or interest of Khang Nguyen in the Defendant Property, and/or to any matters relating to the subject matter of the complaint and/or the forfeiture arrest of the Defendant Property.

6. The terms set forth herein are intended as a final expression of the Stipulation as agreed by the undersigned parties and may not be contradicted by evidence of any prior agreement or by any contemporaneous oral agreement. This Stipulation may not be explained or supplemented by evidence of additional terms, nor may this Stipulation be modified, except by written instrument executed by the United States, Tu L. Nguyen and Khang Nguyen.

7. This Stipulation is subject to the approval of the United States District Court.

With the intent to be legally bound hereby, the undersigned execute this Stipulation this  
23rd day of May, 2007:

Respectfully submitted,

MARY BETH BUCHANAN  
United States Attorney

By: s/Mary McKeen Houghton  
Mary McKeen Houghton  
Assistant U.S. Attorney  
U.S. Post Office & Courthouse  
Suite 4000  
Pittsburgh, PA 15219  
(412) 894-7370  
PA ID #31929

s/ Gary E. Gerson  
Gary E. Gerson, Esquire  
Attorney for Tu L. Nguyen and  
Khang Nguyen